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4 **UNITED STATES DISTRICT COURT**

5 **DISTRICT OF NEVADA**

6 JUDITH T. SKACH, )

7 Plaintiff, )

8 vs. )

3:12-cv-00464-RCJ-VPC

9 WESTERN UNITED INSURANCE CO., d.b.a. )

**ORDER**

10 AAA NEVADA INSURANCE CO., )

11 Defendant. )

12 \_\_\_\_\_ )

13 This is an insurance action arising out of an automobile accident. The Court recently  
14 granted summary judgment to Defendant as to the non-contractual claims, but the breach of  
15 contract claim remains for trial. Defendant asked the Court to award it attorney's fees for its  
16 defense of the non-contractual claims. The Court denied that motion as premature. Plaintiff has  
17 now asked the Court to strike Defendant's Bill of Costs (ECF No. 99) as premature. The Court  
18 will grant the motion for that reason. The Court states no opinion as to particular items included  
19 in the Bill of Costs. Finally, the Court will not sever the remaining claims from the adjudicated  
20 claims for the purposes of either fees or costs. As the Court has explained, until the entire case is  
21 adjudicated, the Court cannot properly assess which party, if either, should be awarded fees or  
22 costs.

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## CONCLUSION

IT IS HEREBY ORDERED that the Motion to Strike (ECF No. 102) is GRANTED, and the Bill of Costs (ECF No. 99) is STRICKEN.

IT IS FURTHER ORDERED that the Motion to Sever (ECF No. 105) is DENIED.

IT IS SO ORDERED.

Dated this 30th day of December, 2014.

ROBERT C. JONES  
United States District Judge